

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**FDR SERVICES CORP. OF NEW YORK**

**and**

**Case No. 29-CA-214454**

**LAUNDRY, DISTRIBUTION AND FOOD  
SERVICE JOINT BOARD, WORKERS  
UNITED, SERVICE EMPLOYEES  
INTERNATIONAL UNION**

**and**

**BROTHERHOOD OF AMALGAMATED  
TRADES, LOCAL UNION 514,**

**PARTY IN INTEREST**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by Laundry, Distribution and Food Service Joint Board, Workers United, Service Employees International Union ("SEIU"). It is issued pursuant to Section 10(b) of the National Labor Relations Act ("the Act"), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board ("the Board") and alleges that FDR Services Corp. of New York ("Respondent") has violated the Act as described below.

1. The charge in this proceeding was filed by the Union on February 2, 2018, and a copy was served on Respondent by U.S. mail on February 8, 2018.
2. The first amended charge in this proceeding was filed by the Union on February 12, 2018, and a copy was served on Respondent by U.S. mail on February 13, 2018.

3. The second amended charge in this proceeding was filed by the Union on February 20, 2018, and a copy was served on Respondent by U.S. mail on February 21, 2018.

4. The third amended charge in this proceeding was filed by the Union on March 23, 2018, and a copy was served on Respondent by U.S. mail on March 26, 2018.

5. At all material times, Respondent has been a domestic corporation with an office and place of business located at 44 Newmans Court, Hempstead, New York ("the Hempstead facility"), and has been engaged in providing commercial laundry services to healthcare facilities.

6. Annually, in conducting its operations described above in paragraph 5, Respondent has purchased and received at the Hempstead facility goods and supplies valued in excess of \$50,000 directly from suppliers located outside the State of New York.

7. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

8. At all material times, SEIU has been a labor organization within the meaning of Section 2(5) of the Act.

9. At all material times, Brotherhood of Amalgamated Trades, Local Union 514 ("Local 514") has been a labor organization within the meaning of Section 2(5) of the Act.

10. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)	—	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	—	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	—	(b) (6), (b) (7)(C)

11. At all material times, (b) (6), (b) (7)(C) has been (b) (6), (b) (7)(C) employed by Respondent and an agent of Respondent within the meaning of Section 2(13) of the Act.

12. At all material times, Respondent has recognized SEIU as the exclusive collective-bargaining representative of the Unit, consisting of all employees working out of Respondent's Hempstead facility. This recognition has been embodied in successive collective-bargaining agreements, including, most recently, in an extension agreement that was effective from February 1, 2017 to July 31, 2017.

13. On or about January 30, 2018, Respondent, by (b) (6), (b) (7)(C) at the Hempstead facility, engaged in the following conduct:

- (a) threatened employees with discharge if they engaged in union activities.
- (b) interrogated employees about their union activities.

14. On or about February 14, 2018, Respondent, by (b) (6), (b) (7)(C) outside the Hempstead facility, recorded employees' union activities with his smart phone.

15. On or about February 14, 2018, Respondent, by (b) (6), (b) (7)(C) outside the Hempstead facility and in the presence of Respondent's employees, threatened violence by attempting to hit a union representative.

16. On or about February 14, 2018, certain employees of Respondent, represented by the Union and employed at the Hempstead facility, ceased work concertedly and engaged in a strike.

17. On or about February 14, 2018, the following employees, who engaged in the strike described above in paragraph 16, each made unconditional offers to return to their former positions of employment, both verbally and via email from the Union to Respondent:

- (a) (b) (6), (b) (7)(C)

- (b) (b) (6), (b) (7)(C)
- (c) (b) (6), (b) (7)(C)
- (d) (b) (6), (b) (7)(C)
- (e) (b) (6), (b) (7)(C)
- (f) (b) (6), (b) (7)(C)
- (g) (b) (6), (b) (7)(C)
- (h) (b) (6), (b) (7)(C)

18. On or about February 14, 2018, failed and refused to reinstate the employees named above in paragraph 16 to their former positions of employment.

19. On or about the dates set forth below, Respondent reinstated the following discharged employees:

- (a) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2018
- (b) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2018
- (c) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2018
- (d) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2018
- (e) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2018
- (f) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2018
- (g) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2018

20. Since February 15, 2018, Respondent has refused to reinstate, or offer to reinstate (b) (6), (b) (7)(C) to (b) (6), (b) (7) former position of employment.

21. Respondent engaged in the conduct described above in paragraphs 17, 18 and 20 because the employees of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.



22. On or about the dates set forth below, Respondent, by (b) (6), (b) (7)(C) at the Hempstead facility engaged in the following conduct:

(a) March 8, 2018 – gave assistance and support to Local 514 by distributing literature to employees encouraging them to support Local 514 instead of the Union; and

(b) March 15, 2018 – gave assistance and support to Local 514 by distributing literature to employees encouraging them to support Local 514 instead of the Union.

23. By the conduct described above in paragraphs 13 through 15, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

24. By the conduct described above in paragraph 22, Respondent has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

25. By the conduct described above in paragraphs 17, 18, 20, and 21, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

26. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

27. As part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring that, at a meeting or meetings during work-time and scheduled to ensure the widest possible attendance of its employees, Respondent's (b) (6), (b) (7)(C) read the Notice to Employees in the presence of a Board Agent of the NLRB and in the presence of a representative of SEIU. Alternatively, the General Counsel seeks an order requiring that Respondent

promptly have a Board Agent read the Notice to Employees during work-time and scheduled to ensure the widest possible attendance of its employees in the presence of Respondent's supervisors and agents identified above in paragraph 10 and in the presence of a representative of the SEIU.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before September 14, 2018, or postmarked on or before September 13, 2018.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer

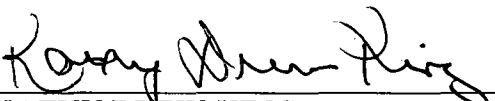
containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulation, be filed by the close of business on September 14, 2018. The request should be in writing and addressed to the Regional Director of Region 29.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **November 27, 2018, at 9:30 a.m., at a Fifth Floor hearing room at Two MetroTech Center, Brooklyn, New York** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 31, 2018

  
KATHY DREW-KING  
REGIONAL DIRECTOR, REGION 29  
NATIONAL LABOR RELATIONS BOARD  
Two Metro Tech Center, Suite 5100  
Brooklyn, NY 11201-3838

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**  
**FDR Services Corp. of New York**

**Case Nos. 29-CA-214454,**  
**and 29-CA-226068**

Subject to the approval of the Regional Director for the National Labor Relations Board, Respondent and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE TO EMPLOYEES** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to Respondent in English and Spanish and any other languages deemed necessary by the Regional Director. A responsible official of Respondent will then sign and date those Notices and immediately post them in conspicuous places where Respondent typically posts Notices to its employees in and about its facility located at 44 Newmans Ct., Hempstead, New York. Respondent will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — Respondent will comply with all the terms and provisions of said Notice.

**NON-ADMISSION CLAUSE** — By entering into this Settlement Agreement, Respondent does not admit that it has violated the National Labor Relations Act.

**PAYMENT OF WAGES AND BENEFITS** — Within 14 days from approval of this agreement, Respondent will make whole the employees listed below by payment to them of the amounts opposite their names. Respondent is responsible for paying its share of FICA and will make appropriate withholdings from the backpay due to each named employee(s). Respondent will remit a separate check for the interest, excess tax and expenses portion of the backpay due (if applicable), from which no withholdings shall be made. Respondent will compensate the below-named employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than one (1) year. Respondent will also file with the Regional Director completed Reports of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar year(s).

Name	Backpay	Interest	Total
(b) (6), (b) (7)(C)	\$1,373.60	\$48.80	\$1,422.40
(b) (6), (b) (7)(C)	\$3,063.90	\$104.80	\$3,168.70
(b) (6), (b) (7)(C)	\$1,672.85	\$59.20	\$1,732.05
(b) (6), (b) (7)(C)	\$3,179.61	\$108.80	\$3,288.41
(b) (6), (b) (7)(C)	\$935.70	\$30.40	\$966.10
(b) (6), (b) (7)(C)	\$6,263.62	\$189.60	\$6,453.22
(b) (6), (b) (7)(C)	\$6,823.16	\$206.40	\$7,029.56
(b) (6), (b) (7)(C)	\$3,047.39	\$104.00	\$3,151.39

**Total: \$27,211.84**

**PAYMENT OF FUNDS CONTRIBUTIONS** — Within 45 days from approval of this agreement, Respondent will make payments to the Laundry, Distribution & Food Service Retirement Fund, Workers United; and Laundry, Distribution & Food Service Education and Legal Assistance Fund, Workers United in the amounts for each month as set forth below:

Month	Contribution Amount	Interest	Total
August	\$12,990.88	\$389.73	\$13,380.61
September	\$10,301.76	\$206.04	\$10,507.80

**Total: \$23,888.41**

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and Respondent withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between Respondent and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO RESPONDENT** — Counsel for Respondent authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to Respondent. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

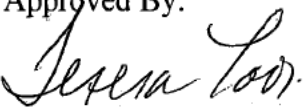
Yes                           No                       
                    Initials                      Initials

**PERFORMANCE** — Performance by Respondent with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by Respondent of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

Respondent agrees that in case of non-compliance with any of the terms of this Settlement Agreement by Respondent, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by Respondent, the Regional Director will issue a Complaint that includes the allegations set forth in the Complaint previously issued on August 31, 2018, as well as the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps Respondent has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that Respondent complies with the terms and conditions of this Settlement Agreement and Notice.



<b>Charged Party</b> <b>FDR Services Corp. of New York</b>		<b>Charging Party</b> <b>Laundry, Distribution and Food Service Joint Board, Workers United, SEIU</b>	
By: Name and Title	Date	By: Name and Title	Date
/s/ (b) (6), (b) (7)(C)	11/26/18	/s/ Alberto Arroyo, Co-Manager	11/27/18
<hr/> Print Name and Title below		<hr/> Print Name and Title below	
Recommended By: /s/ Brent Childerhose  BRENT E. CHILDERHOSE Field Attorney		Approved By:  TERESA POOR Acting Regional Director, Region 29	
Date 11/27/18		Date 11/28/18	

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**LAUNDRY, DISTRIBUTION AND FOOD SERVICE JOINT BOARD, WORKERS UNITED, SEIU** ("the Union") is your exclusive collective bargaining representative in dealing with us regarding your wages, hours and other working conditions in the following unit of employees:

All the employees of the Employer working at its facility located at 44 Newmans Court, Hempstead, New York; excluding guards, confidential employees and supervisors as defined in the National Labor Relations Act.

**WE WILL NOT** fire you because of your activities in support of the Union, including your strike activities.

**WE WILL NOT** fail to make payments to the pension and education/legal funds on your behalf.

**WE WILL NOT** threaten to fire you if you choose to support the Union, or any other labor organization.

**WE WILL NOT** threaten violence against representatives of the Union.

**WE WILL NOT** make it appear to you that we are watching or recording your union activities, including your strike activities.

**WE WILL NOT** unlawfully give assistance to other labor organizations, including by distributing their campaign literature, who are trying to replace the Union as your exclusive collective bargaining representative.

**WE WILL** offer (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) immediate and full reinstatement to their former jobs, or if those jobs no longer exists, to a substantially equivalent position, without prejudice to their seniority or any other rights and/or privileges previously enjoyed before we fired them.

**WE WILL**, within 14 days of the approval of this agreement by the Region Director of Region 29 of the NLRB, pay (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) for any wages and other benefits that they lost because we fired them.

**WE WILL** remove from our files all references to the discharges of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C), and **WE WILL** notify them in writing that this has been done and that we will not use the discharges against them in any way.

**WE WILL** pay (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) adverse tax consequences of receiving one or more lump-sum backpay awards covering periods longer than one (1) year.

**WE WILL** file with the Regional Director completed Reports of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar year(s).

**WE WILL** make future contributions to the pension and education/legal funds on your behalf.

**FDR SERVICES CORP. OF NEW YORK**

(Employer)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

---

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

Two Metro Tech Center, Suite 5100  
Brooklyn, NY 11201-3838

**Telephone:** (718)330-7713  
**Hours of Operation:** 9:00 a.m. to 5:30 p.m.

---

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

March 22, 2019

Aaron Solomon, Esq.  
Kaufman Dolowich Voluck, LLP  
135 Crossways Park Drive, Suite 201  
Woodbury, NY 11797-2005

Re: FDR Services Corp. of New York  
Case Nos. 29-CA-214454  
29-CA-226068

Dear Mr. Solomon:

The above-captioned cases have been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/

Kathy Drew-King  
Regional Director

cc: Josh Gottlieb, President  
777 Westchester Avenue, Suite 101  
West Harrison, NY 10604-3520

Jesse McCormack, Vice President  
FDR Services Corp. of New York  
44 Newmans Ct  
Hempstead, NY 11550-4815

Alberto Arroyo  
Laundry, Distribution and Food Service Joint Board  
703 McCarter Highway  
Newark, NJ 07102-3106

Cristina E. Gallo  
Associate  
Cohen Weiss and Simon LLP.  
900 Third Avenue  
New York, NY 10022-4869

FORM NLRB-501 (8-83) UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD <b>CHARGE AGAINST EMPLOYER</b>		<b>DO NOT WRITE IN THIS SPACE</b> Case 29-CA-230521 Date Filed 11/2/18
<b>INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.</b>		
<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>		
a. Name of Employer FDR Services Corp. of New York		b. Number of workers employed Approx. 200
c. Address (street, city, state, ZIP code) 44 Newmans Ct., Hempstead, NY 11550	d. Employer Representative Jesse McCormack, VP	e. Telephone No. 516-941-1413, Fax: (516) 933-9441 Email: JMcCormack@FDRCorp.com
f. Type of Establishment (factory, mine, wholesaler, etc.) factory	g. Identify principal product or service laundry	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3), (4) and (5)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)  <div style="text-align: center; padding: 20px;">SEE ATTACHED APPENDIX A</div>		
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.		
3. Full name of party filing charge (if any labor organization, give full name, including local name and number) Laundry, Distribution and Food Service Joint Board		
4a. Address (street and number, city, state, and ZIP code) 703 McCarter Highway Newark, NJ 07102, Attn: Alberto Arroyo		4b. Telephone No. 973-735-6464
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Workers United, SEIU		
<b>6. DECLARATION</b>		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By <u>Thomas M. Murray</u> (signature of representative or person making charge) Thomas M. Murray Cohen Weiss and Simon, LLP Address: <u>900 Third Ave. New York, New York 10022</u>		<u>Attorney</u> (title if any)
Telephone No. <u>(212) 356-0225</u>		Date <u>11/2/18</u>
<b>WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT          (U.S. CODE, TITLE 18, SECTION 1001)</b>		

RECEIVED  
 2018 NOV - 5 PM 5:28  
 CROCKLEY, J.

## APPENDIX A

1. Since in or around June 13, 2018 and continuing to this day, the above-named Employer, by its agents, officers, and representatives, has unilaterally changed the Union's visitation rights by denying access to union representatives areas of the Employer's facility previously available to the Union and refusing to bargain over access except through the Union's lawyer.
2. Since in or around July 16, 2018, the above-named Employer, by its agents, officers, and representatives, unilaterally changed the terms and conditions of employment without bargaining with the union by instituting a new health plan, a prescription benefit and reimbursement for out of pocket medical expenses expenses.
3. Since in or around July 16, 2018, the above-named Employer, by its agents, officers, and representatives, falsely advised members of the bargaining unit that the Union cut off their health insurance.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

December 28, 2018

Aaron N. Solomon, Esq.  
Kaufman Dolowich Voluck, LLP  
135 Crossways Park Dr Ste 201  
Woodbury, NY 11797-2005

Re: FDR Services Corp. of New York  
Case 29-CA-230521

Dear Mr. Solomon:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

TERESA POOR  
Acting Regional Director

cc: Alberto Arroyo  
Laundry, Distribution and Food Service  
Joint Board  
703 McCarter Highway  
Newark, NJ 07102-3106

Thomas M. Murray, Esq.  
Cohen, Weiss and Simon LLP  
900 Third Avenue  
New York, NY 10036

Jesse McCormack, V.P.  
FDR Services Corp. of New York  
44 Newmans Ct  
Hempstead, NY 11550-4815

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**FDR SERVICES CORP. OF NEW YORK**

**and**

**LAUNDRY, DISTRIBUTION AND FOOD  
SERVICE JOINT BOARD, WORKERS UNITED,  
SERVICE EMPLOYEES INTERNATIONAL**

**Case Nos. 29-CA-235879  
29-CA-236922  
29-CA-237876  
29-CA-238992  
29-CA-242625**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT  
AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board ("the Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case Nos. 29-CA-235879, 29-CA-236922, 29-CA-237876, 29-CA-238992, and 29-CA-242625, which are based on charges filed by Laundry, Distribution and Food Service Joint Board, Workers United, Service Employees International Union ("the Union") against FDR Services Corp. of New York ("Respondent"), are hereby consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on the aforementioned charges, is issued pursuant to Section 10(b) of the National Labor Relations Act ("the Act"), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges that Respondent has violated the Act as described below.

1. The charge in Case No. 29-CA-235879 was filed by the Union on February 13, 2019, and a copy was served on Respondent by U.S. mail on February 13, 2019.
2. The first amended charge in Case No. 29-CA-235879 was filed by the Union on February 26, 2019, and a copy was served on Respondent by U.S. mail on February 27, 2019.

3. The charge in Case No. 29-CA-236922 was filed by the Union on February 28, 2019, and a copy was served on Respondent by U.S. mail on March 1, 2019.

4. The charge in Case No. 29-CA-237876 was filed by the Union on March 15, 2019, and a copy was served on Respondent by U.S. mail on March 18, 2019.

5. The charge in Case No. 29-CA-238992 was filed by the Union on April 3, 2019, and a copy was served on Respondent by U.S. mail on April 4, 2019.

6. The charge in Case No. 29-CA-242625 was filed by the Union on June 3, 2019, and a copy was served on Respondent by U.S. mail on June 4, 2019.

7. At all material times, Respondent has been a domestic corporation with an office and place of business located at 44 Newmans Court, Hempstead, New York ("the Hempstead facility"), and has been engaged in providing commercial laundry services to healthcare facilities.

8. Annually, in conducting its business operations described above in paragraph 7, Respondent has purchased and received at its Hempstead facility goods and supplies valued in excess of \$50,000 directly from suppliers located outside the State of New York.

9. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

10. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

11. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C) – (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) – (b) (6), (b) (7)(C)

12. The following employees of Respondent (“the Unit”) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All of the employees of the Employer working at its facility located at 44 Newmans Court, Hempstead, New York, except guards, confidential employees, and supervisors as defined by the National Labor Relations Act.

13. At all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, including, most recently, in an extension agreement that was effective from February 1, 2017 to July 31, 2017.

14. At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

15. Article 2, Section B of the expired collective bargaining agreement between Respondent and the Union provides as follows:

The Employer shall recognize and deal with such representative as the Manager of the Union may designate and shall permit such designated representative to visit the plant during working hours provided that there shall be no interference with production or disruption of FDR’s operations. Such representative must conduct him/herself with proper decorum. Upon arrival to the building, the representative must check in with the General Manager, or if the General Manager is not available, then with the next in charge.

16. Beginning on or about December 3, 2018 and continuing, Respondent implemented changes to the Union’s access rights described above in paragraph 15, by requiring that the Union:

- (a) obtain liability insurance, and
- (b) submit to a tour / walk-through of the facility.

17. Respondent denied access to the Union’s representative on dates including the following:

- (a) January 10, 2019

- (b) February 7, 2019
- (c) February 20, 2019
- (d) February 21, 2019
- (e) February 25, 2019
- (f) March 7, 2019
- (g) March 23, 2019
- (h) March 25, 2019
- (i) April 15, 2019

18. The subjects set forth above in paragraphs 16 and 17 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

19. Respondent engaged in the conduct described above in paragraphs 16 and 17 without affording the Union with notice and an opportunity to bargain with Respondent with respect to this conduct and without first bargaining with the Union to an overall good-faith impasse for a successor collective bargaining agreement.

20. On or about the various dates set forth opposite their names, Respondent reassigned the following employees to more onerous work in the soil department:

- (a) (b) (6), (b) (7)(C) – In or about (b) (6), (b) (7)(C) 2018, a more exact date presently unknown;
- (b) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2019;
- (c) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2019; and
- (d) (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) 2019



21. In or about late (b) (6), (b) (7)(C) 2019, more exact dates presently unknown, Respondent assigned employee (b) (6), (b) (7)(C) to more onerous working conditions by adding stops to (b) (6), (b) (7)(C) route.

22. On or about (b) (6), (b) (7)(C) 2019, Respondent discharged the following employees:

(a) (b) (6), (b) (7)(C)

(b) (b) (6), (b) (7)(C)

23. Since (b) (6), (b) (7)(C) 2019, Respondent has failed and refused to reinstate the employees named above in paragraph 22 to their former positions of employment.

24. On or about (b) (6), (b) (7)(C) 2019, Respondent revoked employee (b) (6), (b) (7)(C) parking spot in Respondent's employee parking lot.

25. Respondent engaged in the conduct described above in paragraphs 20 through 24 because the employees of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

26. By the conduct described above in paragraphs 20 through 25, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

27. By the conduct described above in paragraphs 16 through 19, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

28. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Consolidated Complaint. The answer must be **received by this office on or before July 10, 2019, or postmarked on or before July 9, 2019.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and

Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulation, be filed by the close of business on July 10, 2019. The request should be in writing and addressed to the Regional Director of Region 29.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **Tuesday, August 20, 2019, at 9:30 a.m., at a Fifth Floor hearing room at Two MetroTech Center, Brooklyn, New York** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: June 26, 2019



---

KATHY DREW KING  
REGIONAL DIRECTOR, REGION 29  
NATIONAL LABOR RELATIONS BOARD  
Two Metro Tech Center, Suite 5100  
Brooklyn, NY 11201-3838

Attachments

**Settlement Agreement Between FDR Services Corp. of NY  
and Laundry, Distribution, and Food Service Joint Board,  
Workers United, SEIU**

FDR Services Corp. of New York ("FDR") and the Laundry, Distribution and Food Service Joint Board, Workers United, Service Employees International Union ("Union") settle unfair labor practice charges 29-CA-235879, 29-CA-236922, 29-CA-237876, 29-CA-238992, and 29-CA-242625 (the "ULPs") on the following terms:

1) On or before August 30, 2019, FDR shall pay to (b) (6), (b) (7)(C) the gross sum of

(b) (6), (b) (7)(C), (b) (b) (6), (b) (7)(C) It shall deliver that payment to the Union, which shall deliver it to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) waives reinstatement to (b) (6), (b) (7)(C) employment with FDR.

2) On or before August 30, 2019, FDR shall pay to (b) (6), (b) (7)(C) the gross sum of

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C) It shall deliver that payment to the Union, which shall deliver it to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) waives reinstatement to his employment with FDR.

3) FDR shall not retaliate against bargaining unit employees for protected, concerted activity by transferring them to the soil room. Disputes over whether a soil room transfer was retaliatory shall be resolved by final and binding arbitration before an arbitrator selected from an American Arbitration Association ("AAA") labor arbitrator panel, and the hearing shall be conducted pursuant to the AAA labor arbitration rules.

4) On or before August 30, 2019, FDR shall provide (b) (6), (b) (7)(C) with a parking space.

This obligation is contingent only upon (b) (6), (b) (7)(C) submitting to FDR proof of active auto

insurance. FDR shall not take away a parking spot from a bargaining unit member because it has given a spot to (b) (6), (b) (7)(C)

5) The Union shall not disclose the terms of this settlement to anyone outside of the bargaining unit, and shall not cite to this settlement in any communications with FDR customers.

6) The Union shall not disclose the amount of the payments to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

7) The parties' dispute about access is resolved as set forth in Exhibit A.

8) The Union shall, on or before August 22, 2019, request permission to withdraw the ULPs. It shall take all reasonable steps to obtain the Regional Director's approval of the withdrawal of the ULPs.

(b) (6), (b) (7)(C) August 22, 2019  
Date:

For FDR

(b) (6), (b) (7)(C)  
Date: 8/23/19

(b) (6), (b) (7)(C)  
Date: 8/23/19

For the Union

(b) (6), (b) (7)(C)  
Date: 8-23-19

## EXHIBIT A

1. FDR and the Union enter into the following agreement regarding Union access to the FDR facility. This agreement is without prejudice to either party's right to make any argument in any current or future proceeding, and may be cited only to enforce its terms. Notwithstanding the expiration of the current collective bargaining agreement between the parties, the Union and FDR agree that this agreement may be enforced through expedited arbitration before an arbitrator selected from an American Arbitration Association ("AAA") labor arbitrator panel, and the hearing shall be conducted pursuant to the AAA labor arbitration rules.

2. This agreement shall not be disclosed to any third party.

3. Any Union representative shall have access to the FDR facility subject to the Union providing FDR with 24 hours advanced notice, by email to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) of the arrival of the Union representative to the FDR facility. The Union shall have access to the FDR facility four times per month, exclusive of access for grievance meetings, terminations, and safety-related emergencies. In general, the parties shall attempt to conduct grievance meetings during the visits of the Union representative to FDR. The FDR representative shall respond within 3 business hours as to whether access shall be granted or denied. If the FDR representative does not respond within the designated time, the Union shall be permitted to access the premises. FDR may deny access only for legitimate business reasons such as government inspection(s) or client visit(s). FDR may deny access only one time per month. In the event of an exigency such as a termination or other emergency situation, the 24

hour notice period shall be reduced as appropriate under the circumstances. But under no circumstance will the Union representative be granted access without advance notification.

4. Upon receiving notice from the Union representative and the grant of access, FDR will post a physical notice in the employee cafeteria which states: "A Union representative will visit on [DATE] at [TIME]."

5. Upon arrival at FDR of the Union representative, (b) (6), (b) (7)(C) or another designated member of FDR management shall walk the Union representative through the FDR premises and escort the Union representative to an office on the FDR premises. The office shall be suitable for the Union representative to conduct business.

6. The absence from FDR of any particular management representative shall not be a basis for denying access to the Union representative.

7. The Union representative or agent shall be permitted to see and privately speak to any Union-represented FDR employee or employees while in the office on FDR premises.

8. The Union representative shall not interfere with FDR's production or disrupt operations.

9. The Union representative shall be permitted to remain in the office for as long as necessary to perform his duties of representing FDR employees, but shall not be permitted to use the office before 7:30 a.m. and after 5 p.m.

10. When the Union representative is ready to leave, he shall advise FDR management, and an FDR representative shall escort him out.

11. This agreement shall remain in effect until otherwise negotiated by the parties.

(b) (6), (b) (7)(C)

August 22, 2019

Date:

For FDR

(b) (6), (b) (7)(C)

Date:

8/23/19

For the Union



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**FDR SERVICES CORP. OF NEW YORK**

**and**

**LAUNDRY, DISTRIBUTION AND FOOD SERVICE  
JOINT BOARD, WORKERS UNITED, SERVICE  
EMPLOYEES INTERNATIONAL UNION**

**Cases 29-CA-235879  
29-CA-236922  
29-CA-237876  
29-CA-238992  
29-CA-242625**

**ORDER APPROVING WITHDRAWAL REQUEST, DIMISSING COMPLAINT,  
AND WITHDRAWING NOTICE OF HEARING**

A Consolidated Complaint and Notice of Hearing issued in the above-captioned matter on June 26, 2019. Thereafter, the Charging Party requested withdrawal of the charges based upon a private settlement agreed upon by the parties. Having duly considered the request for withdrawal,

IT IS ORDERED that the request to withdraw the charges is approved, and

IT IS FURTHER ORDERED that the Consolidated Complaint is dismissed, and the Notice of Hearing is withdrawn.

Dated: August 29, 2019



---

KATHY DREW KING  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
Two Metro Tech Center, Suite 5100  
Brooklyn, NY 11201-3838



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

May 31, 2019

Aaron Solomon, Esq.  
135 Crossways Park Dr Ste 201  
Woodbury, NY 11797-2005

Jesse McCormack, Vice President  
FDR Services Corp. of New York  
44 Newmans Ct  
Hempstead, NY 11550

Re: FDR Services Corp. of New York  
Case 29-CA-235879, et al.

Dear Mr. Solomon and Mr. McCormack:

This is to advise that I have approved the withdrawal of the allegations related to fund contributions in Case 29-CA-236922, and the withdrawal of the charges in Cases 29-CA-238150, 29-CA-238546, and 29-CA-239486 in their entirety.

The Employer is also alleged to have violated the Act by the following:

- Transferring employees to the soil room (29-CA-235879);
- Unilaterally changing access rights (29-CA-236922);
- Retaliating against (b) (6), (b) (7)(C) by changing (b) (6), (b) (7)(C) schedules and discharging (b) (6), (b) (7)(C) (29-CA-237876); a
- Discharging (b) (6), (b) (7)(C) (29-CA-238922).

These allegations have not been withdrawn and remain subject to further processing.<sup>1</sup>

Very truly yours,

/s/

KATHY DREW-KING  
Regional Director

---

<sup>1</sup> Additionally, the Union has indicated its intention to file a new charge alleging the Employer has denied a parking spot to employee (b) (6), (b) (7)(C) in violation of Section 8(a)(3). This allegation was previously investigated as part of the alleged "harassment" directed at (b) (6), (b) (7)(C) in Charge 29-CA-239486, which has been withdrawn.

cc: Alberto Arroyo  
Laundry, Distribution and Food Service  
Joint Board  
703 McCarter Highway  
Newark, NJ 07102-3106

Cristina Gallo, Esq.  
Cohen Weiss and Simon LLP  
900 Third Avenue, Suite 2100  
New York, NY 10022

FORM NLRB-501 (8-83) UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD <b>CHARGE AGAINST EMPLOYER</b>		<b>DO NOT WRITE IN THIS SPACE</b> Case 29-CA-238150 Date Filed 3/22/2019
<b>INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.</b>		
<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>		
a. Name of Employer FDR Services Corp. of New York		b. Number of workers employed Approx. 200
c. Address (street, city, state, ZIP code) 44 Newmans Ct., Hempstead, NY 11550	d. Employer Representative Jesse McCormack, VP	e. Telephone No. 516-941-1413, Fax: (516) 933-9441 Email: JMcCormack@FDRCorp.com
f. Type of Establishment (factory, mine, wholesaler, etc.) factory	g. Identify principal product or service laundry	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(5)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge ( <i>be specific as to facts, names, addresses, plants involved, dates, places, etc.</i> )  <div style="text-align: center; font-weight: bold; font-size: 1.2em;">SEE APPENDIX A</div>		
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.		
3. Full name of party filing charge ( <i>if any labor organization, give full name, including local name and number</i> ) Laundry, Distribution and Food Service Joint Board		
4a. Address ( <i>street and number, city, state, and ZIP code</i> ) 703 McCarter Highway Newark, NJ 07102, Attn: Alberto Arroyo		4b. Telephone No. 973-735-6464
5. Full name of national or international labor organization of which it is an affiliate or constituent unit ( <i>to be filled in when charge is filed by a labor organization</i> ) Workers United, SEIU		
<b>6. DECLARATION</b>		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By  (signature of representative or person making charge) Cristina Gallo		_____ Attorney (title if any)
Cohen Weiss and Simon, LLP Address: <u>900 Third Ave, New York, New York 10022</u> Telephone No. <u>(212) 356-0226</u> Date <u>3/20/19</u>		
<b>WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT          (U.S. CODE, TITLE 18, SECTION 1001)</b>		


1-2449954811

## APPENDIX A

Within the 10(b) period, the Employer, by its agents, officers, and representatives, has unilaterally changed the terms and conditions of employment without bargaining with the Union by failing and refusing to provide Hepatitis B immunizations to unvaccinated employees within 10 days of their transfers into the soil department.

1-2449954811

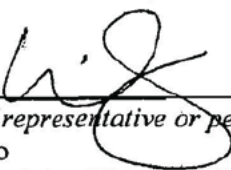
2019 JUL 21 PM 3:22  
1007121  
171

FORM NLRB-501 (8-83) UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD <b>CHARGE AGAINST EMPLOYER</b>		<b><u>DO NOT WRITE IN THIS SPACE</u></b> Case 29-CA-238546 Date Filed 3/27/2019	
<b>INSTRUCTIONS:</b> File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.			
<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>			
a. Name of Employer FDR Services Corp. of New York		b. Number of workers employed Approx. 200	
c. Address (street, city, state, ZIP code) 44 Newmans Ct., Hempstead, NY 11550		d. Employer Representative <b>(b) (6), (b) (7)(C)</b>	
		e. Telephone No. <b>(b) (6), (b) (7)(C)</b> Fax: (516) 933-9441 Email: <b>(b) (6), (b) (7)(C)</b> @FDRCorp.com	
f. Type of Establishment (factory, mine, wholesaler, etc.) factory		g. Identify principal product or service laundry	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(5)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.			
2. Basis of the Charge ( <i>be specific as to facts, names, addresses, plants involved, dates, places, etc.</i> )  <div style="text-align: center; padding: 20px;"> <b>SEE APPENDIX A</b> </div>			
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.			
3. Full name of party filing charge ( <i>if any labor organization, give full name, including local name and number</i> ) Laundry, Distribution and Food Service Joint Board			
4a. Address ( <i>street and number, city, state, and ZIP code</i> ) 703 McCarter Highway Newark, NJ 07102, Attn: Alberto Arroyo		4b. Telephone No. 973-735-6464	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit ( <i>to be filled in when charge is filed by a labor organization</i> ) Workers United, SEIU			
<b>6. DECLARATION</b>			
<b>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</b>			
By  (signature of representative or person making charge) Cristina Gallo		_____ Attorney (title if any)	
Cohen Weiss and Simon, LLP Address: 900 Third Ave, New York, New York 10022 Telephone No. (212) 356-0226 Date 3/26/19			
<b>WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT          (U.S. CODE, TITLE 18, SECTION 1001)</b>			

## **APPENDIX A**

Within the 10(b) period, the Employer, by (b) (6), (b) (7)(C) has engaged in conduct designed to undermine or derogate the Union's status as the bargaining representative by (i) obstructing the grievance process; (ii) failing and refusing to process grievances filed on behalf of terminated employees; and (iii) insisting that certain forms and language be utilized by Union representatives in order to properly file and process grievances.



FORM NLRB-501 (8-83) UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD <b>CHARGE AGAINST EMPLOYER</b>		<b>DO NOT WRITE IN THIS SPACE</b> Case 29-CA-239486 Date Filed 4/10/2019
<b>INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.</b>		
<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>		
a. Name of Employer FDR Services Corp. of New York		b. Number of workers employed Approx. 200
c. Address (street, city, state, ZIP code) 44 Newmans Ct., Hempstead, NY 11550	d. Employer Representative Jesse McCormack, VP	e. Telephone No. 516-941-1413, Fax: (516) 933-9441 Email: JMcCormack@FDRCorp.com
f. Type of Establishment (factory, mine, wholesaler, etc.) factory	g. Identify principal product or service laundry	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (4), and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)  <p>On or about April 3, 2019, the Employer, by its agents, officers, and representatives, refused to bargain with the Union over a mandatory subject of bargaining and engaged in conduct designed to undermine or derogate the Union by blaming its own refusal to bargain on the Union.</p> <p>On or about April 4, 2019, the Employer, by its agents, officers, and representatives, harassed bargaining unit member (b) (6), (b) (7)(C) in retaliation for engaging in protected, concerted, and union activity including, but not limited to, membership on the bargaining committee, designation as (b) (6), (b) (7)(C) attendance at union meetings, and filing a charge against the Employer in Case Number 29-CA-235879 (as amended).</p> <p>By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</p>		
3. Full name of party filing charge (if any labor organization, give full name, including local name and number) Laundry, Distribution and Food Service Joint Board		
4a. Address (street and number, city, state, and ZIP code) 703 McCarter Highway Newark, NJ 07102, Attn: Alberto Arroyo		4b. Telephone No. 973-735-6464
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Workers United, SEIU		
<b>6. DECLARATION</b>		
<b>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</b>		
By  (signature of representative or person making charge) Cristina Gallo Cohen Weiss and Simon, LLP Address: 900 Third Ave, New York, New York 10022		_____ Attorney (title if any)
Telephone No. (212) 356-0226		Date 4/10/19
<b>WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT          (U.S. CODE, TITLE 18, SECTION 1001)</b>		



GPO : 1984 0 - 435-440

FORM EXEMPT UNDER 44 U.S.C. 3512

<b>FORM NLRB-501</b> <b>(8-83)</b>		<b>UNITED STATES OF AMERICA</b> <b>NATIONAL LABOR RELATIONS BOARD</b> <b>CHARGE AGAINST EMPLOYER</b>		<b>DO NOT WRITE IN THIS SPACE</b> Case <u>29-CA-250506</u> Date Filed <u>10/23/19</u>	
<b>INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.</b>					
<b>I. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>					
a. Name of Employer FDR Services Corp. of New York			b. Number of workers employed Approx. 200		
c. Address (street, city, state, ZIP code) 44 Newmans Ct., Hempstead, NY 11550		d. Employer Representative (b) (6), (b) (7)(C)		e. Telephone No. (b) (6), (b) (7)(C) Fax: (516) 933-9441 Email: (b) (6), (b) (7)(C)@FDRCorp.com	
f. Type of Establishment (factory, mine, wholesaler, etc.) factory		g. Identify principal product or service laundry			
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.					
2. Basis of the Charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)  On or around (b) (6), (b) (7)(C) 2019, and (b) (6), (b) (7)(C) days before a representation election scheduled for October 25, 2019, the Employer, by agents, officers, and representatives, suspended (b) (6), (b) (7)(C) until (b) (6), (b) (7)(C) 2019 in retaliation for (b) (6), (b) (7)(C) support of the Laundry, Distribution and Food Service Joint Board.  Since on or around October 7, 2019, the Employer, by (b) (6), (b) (7)(C) offered bribes to employees to oppose the Laundry, Distribution and Food Service Joint Board in the election scheduled for October 25, 2019.  By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.					
3. Full name of party filing charge (if any labor organization, give full name, including local name and number) Laundry, Distribution and Food Service Joint Board					
4a. Address (street and number, city, state, and ZIP code) 703 McCarter Highway Newark, NJ 07102, Attn: Alberto Arroyo			4b. Telephone No. 973-735-6464		
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Workers United, SEIU					
<b>6. DECLARATION</b>					
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.					
By <u>Cristina Gallo</u> (signature of representative or person making charge) Cristina Gallo Cohen Weiss and Simon, LLP Address: <u>900 Third Ave. New York, New York 10022</u> Telephone No. <u>(212) 356-0226</u> Date <u>10/23/19</u>			Attorney <u>BROOKLYN, NY</u> (title if any)		
<b>WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)</b>					

 2019 OCT 23 PM 5:04  
 RECEIVED  
 NLRB-REGION 29



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

November 6, 2019

Aaron Solomon, ESQ.  
Kaufman Dolowich & Voluck LLP  
135 Crossways Park Dr Ste 201  
Woodbury, NY 11797-2005

Re: FDR Services Corp. of New York  
Case 29-CA-250506

Dear Mr. Solomon:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

KATHY DREW-KING  
Regional Director

cc: Jesse McCormack, Vice President  
FDR Services Corp. of New York  
44 Newmans Ct  
Hempstead, NY 11550

Cristina Gallo, Attorney  
COHEN WEISS AND SIMON, LLP  
900 Third Avenue, Ste 2100  
New York, NY 10022-4869

Laundry Distribution & Food Services  
Joint Board, Local 99  
703 McCarter Highway  
Newark, NJ 07102

FORM NLRB-501 (8-83)	UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD <b>CHARGE AGAINST EMPLOYER</b>	<b>DO NOT WRITE IN THIS SPACE</b> Case 29-CA-257646 Date Filed 3/6/2020
-------------------------	--	---

**INSTRUCTIONS:** File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer FDR Services Corp. of New York	b. Number of workers employed Approx. 200
c. Address (street, city, state, ZIP code) 44 Newmans Ct., Hempstead, NY 11550	d. Employer Representative (b) (6), (b) (7)(C)
	e. Telephone No. (b) (6), (b) (7)(C) Fax: (516) 933-9441 Email: (b) (6), (b) (7)(C)@FDRCorp.com
f. Type of Establishment (factory, mine, wholesaler, etc.) factory	g. Identify principal product or service laundry

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (2), (3), and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)

SEE ATTACHED

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge (if any labor organization, give full name, including local name and number)

Laundry, Distribution and Food Service Joint Board

4a. Address (street and number, city, state, and ZIP code)

703 McCarter Highway  
Newark, NJ 07102, Attn: Alberto Arroyo

4b. Telephone No.

973-735-6464

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Workers United, SEIU

**6. DECLARATION**

**I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.**

By Marie B. Hahn  
(signature of representative or person making charge)  
Marie Hahn

\_\_\_\_\_  
Attorney  
(title if any)

Cohen Weiss and Simon, LLP

Address: 900 Third Ave, New York, New York 10022 Telephone No. (212) 356-0257 Date 3/6/20

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT  
(U.S. CODE, TITLE 18, SECTION 1001)**



1. On or around (b) (6), (b) (7)(C) 2020, the Employer, by its agents, officers, and representatives, terminated (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) support of the Laundry, Distribution and Food Service Joint Board (the "Union").

2. On or around (b) (6), (b) (7)(C) 2019, and (b) (6), (b) (7)(C) days before a representation election scheduled for October 25, 2019, the Employer, by its agents, officers, and representatives, issued two warning notices to (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) support of the Union.

3. On or around (b) (6), (b) (7)(C) 2019, the Employer, by its agents, officers, and representatives, suspended (b) (6), (b) (7)(C) until (b) (6), (b) (7)(C) 2019 in retaliation for (b) (6), (b) (7)(C) support of the Union.

4. On or around October 9, 2019, the Employer, by (b) (6), (b) (7)(C) offered a bribe to (b) (6), (b) (7)(C) to oppose the Union in the election scheduled for October 25, 2019.

5. About October 9, 2019, the Employer, by (b) (6), (b) (7)(C) gave assistance and support to B.A.T. Local 514 (Local 514) by (i) threatening employees with unspecified reprisals if the employees did not vote for Local 514 and (ii) asking employees to meet with Local 514.

6. About October 9, 2019, the Employer, by (b) (6), (b) (7)(C) in the Employer's facility, engaged in the following:

- interrogated its employees about their union membership; and
- informed its employees that it interrogated other employees about their union sympathies.

7. Within the 10(b) period, the Employer, by its agents, officers, and representatives, has dealt directly with employees over mandatory subjects of bargaining (health insurance enrollment and payments for declining health insurance) without providing the Union notice or an opportunity to bargain.

8. Within the 10(b) period, the Employer, by (b) (6), (b) (7)(C) has engaged in conduct designed to undermine or derogate the Union's status as the bargaining representative by (i) obstructing the grievance process; (ii) failing and refusing to process grievances filed; and (iii) insisting that certain language be utilized by Union representatives in order to properly file and process grievances.

9. Within the 10(b) period, the Employer, by its agents, officers, and representatives, has unilaterally changed the terms and conditions of employment without providing the Union notice or an opportunity to bargain by changing the work schedules of at least two employees without one week's notice.

10. Within the 10(b) period, the Employer, by its agents, officers, and representatives, has failed and refused to respond to multiple requests by the Union for information that is relevant to the performance of its duties as bargaining agent for employees, including, but not limited to, information necessary for the processing of grievances.

11. Within the 10(b) period, the Employer, by its agents, officers, and representatives, has unilaterally changed the terms and conditions of employment without providing the Union notice or an opportunity to bargain by changing the lunch and break times of the washer/dryer department and/or denying such breaks.

12. Since on or around (b) (6), (b) (7)(C) 2019, the Employer, by its agents, officers, and representatives, has transferred (b) (6), (b) (7)(C) to the soil department in retaliation for (b) (6), (b) (7)(C) support of the Union.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**FDR SERVICES CORP. OF NEW YORK**

**and**

**Case 29-CA-257646**

**LAUNDRY DISTRIBUTION & FOOD SERVICES  
JOINT BOARD, LOCAL 99**

**ORDER APPROVING PARTIAL WITHDRAWAL REQUEST, DISMISSING  
COMPLAINT, AND WITHDRAWING NOTICE OF HEARING**

A Complaint and Notice of Hearing issued in the above-captioned matter on June 15, 2020. On October 5, 2020, I approved a bi-lateral Informal Settlement Agreement which settled the allegations that the Respondent made unlawful statements and failed to provide information to the Union, in violation of Sections 8(a)(1) and 8(a)(5) of the Act. Thereafter, the Charging Party requested to withdraw the allegations that Respondent disciplined and terminated (b) (6), (b) (7)(C) in violation of Section 8(a)(1) and (3) of the Act. The request to withdraw these allegations is based upon a private agreement between the parties. Having duly considered the request for withdrawal,

**IT IS ORDERED** that the request to withdraw those portions charge alleging violations of Section 8(a)(1) and (3) is approved, conditioned on the performance of the undertakings in the private agreement between the parties. The charge is subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence of non-compliance with the undertakings in the private agreement.

**IT IS FURTHER ORDERED** that the Complaint is dismissed, and the Notice of Hearing is withdrawn.

Dated: October 5, 2020



---

KATHY DREW-KING  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**FDR SERVICES CORP. OF NEW YORK**

**and**

**Case 29-CA-257646**

**LAUNDRY DISTRIBUTION & FOOD SERVICES  
JOINT BOARD, LOCAL 99**

**AFFIDAVIT OF SERVICE OF: Order Approving Partial Withdrawal Request,  
Dismissing Complaint, and Withdrawing Notice of Hearing, dated October 5, 2020.**

I, \_\_\_\_\_ the undersigned employee of the National Labor Relations Board, being duly sworn, say that on October 5, 2020, I served the above-entitled document(s) by **regular mail** and by upon the following persons, addressed to them at the following addresses:

Jesse McCormack, Vice President  
FDR Services Corp. of New York  
44 Newmans Ct  
Hempstead, NY 11550

Michael Kaufman, Esq.  
Kaufman Dolowich & Voluck LLP  
135 Crossways Park Drive, Suite 201  
Woodbury, NY 11797

Aaron Solomon, Esq.  
Kaufman Dolowich & Voluck LLP  
135 Crossways Park Dr Ste 201  
Woodbury, NY 11797-2005

Alberto Arroyo  
Laundry, Distribution and Food Service Joint  
Board  
703 McCarter Highway  
Newark, NJ 07102

Marie B. Hahn, Esq.  
Cohen Weiss & Simon LLP  
900 Third Ave  
Ste 2100  
New York, NY 10022-4869

Christina Gallo, Esq.  
Cohen, Weiss and Simon LLP  
900 3rd Avenue, Floor 21  
New York, NY 10022-4869

October 5, 2020

---

Date

---

Tasha V. Fred, Designated Agent of NLRB  
Name

/s/ *Tasha V. Fred*

---

Signature



**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**  
**FDR Services Corp. of New York**

**Case No. 29-CA-257646**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Respondent and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Respondent in English, Spanish, and in any additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Respondent will then sign and date those Notices and immediately post them by the employee time clock and in all other places where the Respondent normally posts notices to employees at the Respondent's facility located at 44 Newmans Court, Hempstead, New York. The Respondent will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Respondent will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case, and the Respondent withdraws any answer filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Respondent and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO RESPONDENT** — Counsel for the Respondent authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Respondent. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.


Yes \_\_\_\_\_  
 Initials

No \_\_\_\_\_  
 Initials

**PERFORMANCE** — Performance by the Respondent with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Respondent of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Respondent agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Respondent, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Respondent, the Regional Director will reissue the complaint, previously issued on June 15, 2020 in the instant case, with respect to the un-remedied allegations.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Respondent has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case provided that the Respondent complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Respondent</b> FDR Services Corp. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 10/2/20	<b>Charging Party</b> Laundry, Distribution and Food Service Joint Board, Workers United, SEIU
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Print Name and Title below	By: Name and Title Date  10/2/20 Print Name and Title below CRISTINA GALLO, COUNSEL
<b>Recommended By:</b> Date /s/ Erin Schaefer 10/05/2020 ERIN SCHAEFER Field Attorney	<b>Approved By:</b> Date Kathy Drew King 10/05/2020 KATHY DREW-KING Regional Director, Region 29

(To be printed and posted on official Board notice form)

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** offer assistance to B.A.T. Local 514 by directing you to attend meetings with representatives of B.A.T. Local 514.

**WE WILL NOT** refuse to provide the Laundry, Distribution and Food Service Joint Board, Workers United, SEIU, "the Union," with information that it requested that is relevant and necessary to its role as your exclusive bargaining representative.

**WE WILL NOT** in any other manner interfere with your rights under Section 7 of the Act.

**WE WILL**, upon request, provide the Union with information that it requests, that is relevant and necessary to its role as your exclusive bargaining representative.

**FDR Services Corp.**

(Employer)

Dated: 10/2/20

By: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

Two Metro Tech Center  
Suite 5100

Telephone: (718)330-7713  
Hours of Operation: 9:00 a.m. to 5:30 p.m.

Brooklyn, NY 11201-3838

---

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website:  
[www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

December 31, 2020

**VIA EMAIL ONLY:**

Michael Kaufman, ESQ.  
Kaufman, Dolowich & Voluck LLP  
Email: [mkaufman@kdvlaw.com](mailto:mkaufman@kdvlaw.com)

Aaron Solomon, Esq.  
Kaufman, Dolowich & Voluck LLP  
Email: [asolomon@kdvlaw.com](mailto:asolomon@kdvlaw.com)

Re: FDR Services Corp. of New York  
Case 29-CA-257646

Dear Mr. Kaufman and Mr. Solomon:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/ Miguel Rodriguez

MIGUEL RODRIGUEZ  
Deputy to Assistant General Counsel

cc: Christina Gallo, Esq.  
Cohen, Weiss and Simon LLP  
Email: [cgallo@cwsny.com](mailto:cgallo@cwsny.com)

FORM NLRB-501 (8-83) UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD <b>CHARGE AGAINST EMPLOYER</b>		<b><u>DO NOT WRITE IN THIS SPACE</u></b> Case 29-CA-260428 Date Filed 5/15/20
<b>INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.</b>		
<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>		
a. Name of Employer FDR Services Corp. of New York		b. Number of workers employed Approx. 200
c. Address (street, city, state, ZIP code) 44 Newmans Ct., Hempstead, NY 11550	d. Employer Representative Jesse McCormack, VP	e. Telephone No. 516-941-1413, Fax: (516) 933-9441 Email: <a href="mailto:JMcCormack@FDRCorp.com">JMcCormack@FDRCorp.com</a>
f. Type of Establishment (factory, mine, wholesaler, etc.) factory	g. Identify principal product or service laundry	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(5)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge ( <i>be specific as to facts, names, addresses, plants involved, dates, places, etc.</i> )  Beginning on or around April 2, 2020, the Employer, by its agents, officers, and representatives, has refused to bargain with the Union in violation of Section 8(a)(5) of the Act.		
<b>By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</b>		
3. Full name of party filing charge ( <i>if any labor organization, give full name, including local name and number</i> ) Laundry, Distribution and Food Service Joint Board		
4a. Address ( <i>street and number, city, state, and ZIP code</i> ) 703 McCarter Highway Newark, NJ 07102, Attn: Alberto Arroyo		4b. Telephone No. 973-735-6464
5. Full name of national or international labor organization of which it is an affiliate or constituent unit ( <i>to be filled in when charge is filed by a labor organization</i> ) Workers United, SEIU		
<b>6. DECLARATION</b>		
<b>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</b>		
By <u>Marie B. Hahn</u> (signature of representative or person making charge) Marie Hahn		<u>Attorney</u> (title if any)
Cohen Weiss and Simon, LLP Address: <u>900 Third Ave, New York, New York 10022</u> Telephone No. <u>(212) 356-0257</u> Date <u>5/14/20</u>		
<b>WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT          (U.S. CODE, TITLE 18, SECTION 1001)</b>		



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

June 25, 2020

Scott Kamins, Esq.  
Offit Kurman  
8171 Maple Lawn Blvd, Suite 200  
Maple Lawn, MD 20759-2521

Re: FDR Services Corp. of New York  
Case 29-CA-260428

Dear Mr. Kamins:

The Charging Party has asked to withdraw the above charge based upon the condition that FDR Services Corp. of New York (Employer) continue to meet and bargain with the Charging Party. I have approved this request, conditioned on that performance.

The charge is subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence that the Employer has failed to meet and bargain in good faith with the Charging Party.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Kathy Drew-King".

kfa

KATHY DREW-KING  
Regional Director

cc: Jesse McCormack, VP  
FDR Services Corp. of New York  
44 Newmans Ct  
Hempstead, NY 11550

Alberto Arroyo  
Laundry, Distribution and Food Service  
Joint Board  
703 McCarter Highway  
Newark, NJ 07102-3106



Marie B. Hahn, Esq.  
Cohen Weiss & Simon LLP  
900 Third Avenue, 21st Floor  
New York, NY 10022-4869

FORM NLRB-501 (8-83) UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD <b>CHARGE AGAINST EMPLOYER</b>		<b><u>DO NOT WRITE IN THIS SPACE</u></b> Case 29-CA-263745 Date Filed 7/29/2020
<b>INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.</b>		
<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>		
a. Name of Employer FDR Services Corp. of New York		b. Number of workers employed Approx. 200
c. Address (street, city, state, ZIP code) 44 Newmans Ct., Hempstead, NY 11550	d. Employer Representative Jesse McCormack, VP	e. Telephone No. 516-941-1413, Fax: (516) 933-9441 Email: <a href="mailto:JMcCormack@FDRCorp.com">JMcCormack@FDRCorp.com</a>
f. Type of Establishment (factory, mine, wholesaler, etc.) factory	g. Identify principal product or service laundry	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(5)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge ( <i>be specific as to facts, names, addresses, plants involved, dates, places, etc.</i> )  Beginning on or around March 1, 2020, the Employer, by its agents, officers, and representatives, unilaterally changed terms and conditions of employment by reducing work hours below the guaranteed minimum provided for in the collective bargaining agreement without notice to the Union or opportunity to bargain in violation of Section 8(a)(5) of the Act.		
<b>By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</b>		
3. Full name of party filing charge ( <i>if any labor organization, give full name, including local name and number</i> ) Laundry, Distribution and Food Service Joint Board		
4a. Address ( <i>street and number, city, state, and ZIP code</i> ) 703 McCarter Highway Newark, NJ 07102, Attn: Alberto Arroyo		4b. Telephone No. 973-735-6464
5. Full name of national or international labor organization of which it is an affiliate or constituent unit ( <i>to be filled in when charge is filed by a labor organization</i> ) Workers United, SEIU		
<b>6. DECLARATION</b>		
<b>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</b>		
By <u>Marie B. Hahn</u> (signature of representative or person making charge) Marie Hahn		<u>Attorney</u> (title if any)
Cohen Weiss and Simon, LLP Address: <u>900 Third Ave, New York, New York 10022</u> Telephone No. <u>(212) 356-0257</u> Date <u>7/23/20</u>		
<b>WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT          (U.S. CODE, TITLE 18, SECTION 1001)</b>		



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

September 8, 2020

SCOTT V. KAMINS, Esq.  
OFFIT KURMAN  
8171 Maple Lawn Blvd., Ste. 200  
Maple Lawn, MD 20759

Re: FDR Services Corp. of New York  
Case 29-CA-263745

Dear Mr. Kamins:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

KATHY DREW-KING  
Regional Director

cc: Jesse McCormack, Vice President  
FDR Services Corp. of New York  
44 Newmans Ct  
Hempstead, NY 11550

Marie B. Hahn, Esq.  
Cohen Weiss & Simon LLP  
900 Third Ave  
Ste 2100  
New York, NY 10022-4869

Laundry, Distribution and Food Service  
Joint Board  
703 McCarter Highway  
Newark, NJ 07102

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case 29-CA-294121	Date Filed 04/14/2022

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer FDR Services Corp. of New York		b. Tel. No. 516-941-1413
		c. Cell No.
		f. Fax No. 516-933-9441
d. Address (Street, city, state, and ZIP code) 44 Newmans Court Hempstead, New York 11550	e. Employer Representative Jesse McCormack, VP	g. e-mail jmccormack@fdrcorp.com
		h. Number of workers employed 200
i. Type of Establishment (factory, mine, wholesaler, etc.) industrial laundry	j. Identify principal product or service laundry	

The above named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

On or about March 28, 2022, the Employer denied an employee access to a Union representative.  
On or about March 28, 2022, the Employer sought to direct deal with employees by inviting them to discuss raises directly with the Employer.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**  
Laundry, Distribution and Food Service Joint Board, Workers United

4a. Address (Street and number, city, state, and ZIP code) 703 McCarter Highway Newark, New Jersey 07102 attn: Yadhira Alvarez	4b. Tel. No. 973-735-6464
	4c. Cell No.
	4d. Fax No.
	4e. e-mail

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**  
Workers United, SEIU**6. DECLARATION**

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

/s/ Kate Swearengen

Kate Swearengen, attorney

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Cohen, Weiss and Simon LLP, 900 Third Avenue, Suite  
Address 2100, New York, New York 10022

Date April 14, 2022

Tel. No.

Office, if any, Cell No.  
212-356-0272Fax No.  
646-473-8272e-mail  
kswearengen@cwsny.com**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**DO NOT WRITE IN THIS SPACE**

Case

29-CA-294121

Date Filed

05/05/2022

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer FDR Services Corp. of New York		b. Tel. No. 516-941-1413
		c. Cell No.
		f. Fax No. 516-933-9441
d. Address (Street, city, state, and ZIP code) 44 Newmans Court Hempstead, New York 11550	e. Employer Representative Jesse McCormack, VP	g. e-mail jmccormack@fdrcorp.com
		h. Number of workers employed 200

i. Type of Establishment (factory, mine, wholesaler, etc.) industrial laundry	j. Identify principal product or service laundry
--	---

The above named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (2) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

- On or about March 28, 2022, the Employer denied an employee access to a Union representative.
- On or about March 28, 2022, the Employer sought to direct deal with employees by inviting them to discuss raises directly with the Employer.
- In April 2022, following the Union's demand that the Employer sign a contract granting the employees the same benefits enjoyed by other Union members in the laundry industry, the Employer announced to employees that it would be implementing unilateral changes to their terms and conditions of employment.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**  
Laundry, Distribution and Food Service Joint Board, Workers United

4a. Address (Street and number, city, state, and ZIP code) 703 McCarter Highway Newark, New Jersey 07102 attn: Yadhira Alvarez	4b. Tel. No. 973-735-6464
	4c. Cell No.
	4d. Fax No.
	4e. e-mail

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**  
Workers United, SEIU**6. DECLARATION**

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

/s/ Kate Swearengen

Kate Swearengen, attorney

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Cohen, Weiss and Simon LLP, 900 Third Avenue, Suite

Address 2100, New York, New York 10022

Date April 28, 2022

Tel. No.

Office, if any, Cell No.  
212-356-0272Fax No.  
646-473-8272e-mail  
kswearengen@cwsny.com**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 29-CB-217969	Date Filed 4/6/2018

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT</b>			
a. Name Laundry Distribution and Food Service Joint Board, Workers United		b. Union Representative to contact Wilfredo Larancuent Title: President	
c. Address (Street, city, state, and ZIP code) 18 Washington Pl NJ newark 07102-_____		d. Tel. No. (201) 422-0900	e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  --See additional page--			
3. Name of Employer FDR Services Corp.		4a. Tel. No. (516) 483-6111	b. Cell No.
		c. Fax No.	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) 44 Newmans CT NY Hempstead 11550-_____		6. Employer representative to contact Keith Luneburg Title: Owner	
7. Type of establishment (factory, mine, wholesaler, etc.) Services	8. Identify principal product or service Laundry	9. Number of workers employed 220	
10. Full name of party filing charge Josh Gottlieb B.A.T. Local 514		11a. Tel. No. (914) 705-5488	b. Cell No.
		c. Fax No.	d. e-Mail jgottlieb@localunion514.com
11. Address of party filing charge (street, city, state and ZIP code.) 777 Westchester Ave Suite 101 NY White Plains 10604-_____			
<b>12. DECLARATION</b> I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By <u>Josh Gottlieb</u> <u>Josh Gottlieb</u> (signature of representative or person making charge) (Print/type name and title or office, if any) Title: President 777 Westchester Ave Suite 101 Address <u>White Plains NY 10604-_____</u> (date) 04/6/2018 10:21:08		Tel. No. - (914) 705-5488 Cell No. Fax No. e-Mail jgottlieb@localunion514.com	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## Basis of the Charge

8(b)(1)(A)

Within the previous six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by threatening to retaliate against employees if they did not join or support the union.

Name of the Union Agent/Representative who made the threat	Date the threats were made
(b) (6), (b) (7)(C)	throughout last 6 weeks





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (718)330-7713  
Fax: (718)330-7579

May 21, 2018

Josh Gottlieb, President  
B.A.T. Local 514  
777 Westchester Ave, Suite 101  
White Plains, NY 10604

Re: Laundry Distribution and Food Service  
Joint Board, Workers United (FDR  
Services Corp.)  
Case 29-CB-217969

Dear Mr. Gottlieb:

We have carefully investigated and considered your charge that Laundry Distribution and Food Service Joint Board, Workers United has violated the National Labor Relations Act.

**Decision to Dismiss:** Based on that investigation, I have decided to dismiss your charge because there is insufficient evidence to establish a violation of the Act.

**Your Right to Appeal:** You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

**Means of Filing:** An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at [www.nlr.gov](http://www.nlr.gov) and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at [www.nlr.gov](http://www.nlr.gov). You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

**Appeal Due Date:** The appeal is due on **June 4, 2018**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than June 3, 2018. **If an appeal is postmarked or given to a delivery**

**service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before June 4, 2018.** The request may be filed electronically through the ***E-File Documents*** link on our website [www.nlr.gov](http://www.nlr.gov), by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after June 4, 2018, **even if it is postmarked or given to the delivery service before the due date.** Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

  
KATHY DREW-KING  
Regional Director

Enclosure

cc: Wilfredo Larancuent, President  
Laundry Distribution and Food Service  
Joint Board, Workers United  
703 McCarter Hwy  
Newark, NJ 07102-4814

Keith Lunenburg, Owner  
FDR Services Corp.  
44 Newmans CT  
Hempstead, NY 11550

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**APPEAL FORM**

To: General Counsel  
Attn: Office of Appeals  
National Labor Relations Board  
1015 Half Street SE  
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

---

Case Name(s).

---

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

---

*(Signature)*